

**CLOVIS MUNICIPAL SCHOOLS**  
**Central Purchasing**  
**PO Box 19000**  
**1009 N. Main Street**  
**Clovis, New Mexico 88102-9000**

**REQUEST FOR PROPOSAL**

**DATE:** January 13, 2012

**RE:** **RFP 12-203** – *eRate Year 15 Internet Access*

The Board of Education for the Clovis Municipal School District is requesting proposals from companies interested in providing a 100mb Internet connection to the school district.

Enclosed please find:

1. Notice to bidders (1 page)
2. General Proposal Conditions (7 pages)
3. Campaign Contribution Disclosure Form (3 pages)
4. Submittal Sheet (1 pages)
5. **RFP 12-203**(5 pages)

/s/ Bryan Jones  
Purchasing Agent

You will be contacted should you be selected for an interview.

## NOTICE TO BIDDERS

The Board of Education for the Clovis Municipal School District is requesting proposals from companies interested in providing services to the district for

### *eRate Year 15 Internet Access*

All proposals must be sealed and adequately identified on the face of the envelope. All proposals must be received in the Central Purchasing Office at PO Box 19000, 1009 Main Street, Clovis, New Mexico 88102-9000 on/or before 3:00 p.m. February 15, 2012.

**It is anticipated that award will be made within thirty (30) days.**

BOARD OF EDUCATION  
Clovis Municipal Schools

/s/ Mr. Terry Martin, President

RFP NUMBER: 12-203

PUBLICATION DATE: January 15, 2012

## GENERAL PROPOSAL CONDITIONS

### RECEIPT

All proposals must be sealed and adequately identified on the face of the envelope. All proposals must be received in the CENTRAL PURCHASING OFFICE, Clovis Municipal Schools, PO Box 19000, 1009 N. Main Street, Clovis, NM 88102-9000 on/or before the time and date specified in the Notice to Bidders. All RFPs' require a minimum of five (5) copies.

Award will be made as soon as possible, but Clovis Municipal Schools (CMS) reserves the right to withhold a decision for up to ninety (90) days after opening.

The CMS reserves the right to accept or reject any or all proposals and to waive any formalities.

### OPENING

Proposals shall not be opened publicly but shall be opened in the presence of two or more administrators. Proposals and modifications shall be date stamped upon receipt and held in a secure place until the established due date. Proposals received late shall not be considered and shall be returned unopened. Proposals are shown only to the Evaluation Committee and to CMS personnel having a legitimate interest, until selection of a successful offeror is made.

Unsigned proposals will not be accepted. Nonresponsive proposals will not be considered.

### MODIFICATION OR WITHDRAWAL

Proposals may be modified or withdrawn prior to the established due date for receipt of proposals in accordance with the Procurement Code.

### STATUS OF OFFERORS

The contractor, his agents and employees, are independent contractors performing professional services for the Agency and are not employees of the Clovis Municipal Schools. The contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of school vehicles, or any other benefits afforded employees of Clovis Municipal School District as a result of this Agreement, and shall not be covered by Workman's Compensation of the Board.

### NEGOTIATIONS

The Board reserves the right to negotiate with any or all offerors who submit proposals determined to be acceptable or potentially acceptable, but is not required to do so. Clovis Municipal Schools reserves the right to award the contract based only on the written proposals received by the due date and time. Clovis Municipal Schools further reserves the right to conduct negotiations with selected offerors only. If Clovis Municipal Schools exercises its option to conduct negotiations, the Purchasing Agent will establish procedures and schedules for

conducting these discussions. This is a qualifications based proposal and will be ranked as such with negotiations starting with highest ranking and proceeding on until agreement can be reached.

The contents of any proposals will not be disclosed so as to be available to competing offerors during any negotiation.

Negotiations may be held to:

1. Promote understanding of the Board's requirements and the offeror's proposals.
2. Facilitate arriving at a contract that will be most advantageous to the Board taking into consideration the evaluation factors set forth in the Request for Proposals.

## EVALUATION

The evaluation shall be based on the evaluation factors and the relative weights set forth in the Request for Proposals and any other pertinent factors.

CMS may make such investigations as necessary to determine the ability of the offeror to perform. CMS reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy CMS that the proposer is qualified and able to carry out the obligations of the contract and complete the work described.

## AWARD

Award shall be made to the responsible offeror whose proposal is most advantageous to the Clovis Municipal Schools, taking into consideration the evaluation factors set forth in the Request for Proposal and any other pertinent factors. The award of a contract for professional services may be made based upon criteria which do not include price.

CMS shall provide a written determination showing the basis for the award that shall become a part of the procurement file.

The contents of any proposal shall not be available to competing offerors or any other person without a lawful interest during the negotiation process and until contract is awarded. Upon award, unless exempted under the confidentiality provision, all materials are then open for public inspection.

## CONFIDENTIALITY PROVISION

Offerors may request, in writing, non-disclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal, and clearly identified, in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

## SUBCONTRACTING AND ASSIGNMENT

All personnel engaged in the work shall be fully qualified and authorized to perform such services. No work may be subcontracted nor may the offeror assign any interest in the agreement without prior written consent of CMS. No assignment or transfer shall relieve the offeror from his/her obligations and liabilities.

## RECORDS

Records shall be maintained by the successful contractor as required in compliance with applicable federal, state, or municipal laws, ordinances, codes, and CMS requirements. At any time during normal business hours and as CMS may deem necessary, there shall be made available to CMS for examination all of contractor's records with respect to all matters covered by this proposal and any subsequent agreements. CMS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent.

## WARRANTIES AND INDEMNIFICATION

Materials, supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to CMS and are in addition to and do not limit any rights afforded to CMS by any other clause of this contract. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

In the event that any third party shall claim the manufacture, use and/or sale of goods covered hereby to be an infringement of any distributorship agreement, copyright, trademark or patent, contractor shall indemnify and/or hold CMS harmless from any cost, expense, damage or loss incurred in any manner by CMS because of any such alleged infringement.

## GRIEVANCE PROCEDURE

Any offeror who is aggrieved in connection with an award or any other procurement action may protest to the Clovis Municipal Schools Central Purchasing Office. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto (13.1.172 NMSA). The protest shall include the following information: Name and address of Protestant or aggrieved, RFB or RFP number, statement of grounds for protest,

including all documents, evidence or information to substantiate any claim, and specify ruling requested from the Central Purchasing Office.

## BACKGROUND CHECKS

Contractors whose employees are in direct contact with students shall ensure that the employees of such contractor shall be finger printed and shall provide two finger print cards to the district.

## INSURANCE

All service providers shall be insured for automotive liability and for professional liability up to the limits of the Torts Claims Act, and insured for Workers' Compensation if applicable. The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

A potential contractor or the Contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

## CONTRACT

Failure to respond to this RFP may exclude the potential contractor from work with CMS. As needed, CMS may issue new solicitations from other areas of expertise or for additional workloads for this area.

The terms of any contract resulting from this solicitation will be in effect for a period of one (1) year following award. Contingent upon funding and mutual agreement of the parties, contract may be extended for a maximum of three (3) additional years, one year at a time. The total duration of this contract, including the exercise of any renewal options shall not exceed four (4) years.

CMS reserves the right to establish agreements with any contractors and/or employees of any contracting firm to provide services other than those specified in this proposal. Such agreements may be to provide extended services, additional services, or other supplemental services as determined necessary to CMS.

Upon award, or renewal, of this contract, CMS will issue a Purchase Order with the successful proposer(s). This PO number must appear on all invoices, regardless of the amount, for the duration of the contract. All information necessary to identify services and process the invoice for payment must be provided by the offeror.

Contractors shall submit invoices for payment after services are provided. Invoices are to be verified by the using agency.

## CONTRACT SCOPE

This RFP and the response of accepted offeror is the full expression of the agreement between the parties. There shall be no separate contracts, alterations, changes or amendments except as may be signed to formally reference this document.

This proposal and subsequent contract or modifications are to be governed by the laws and statutes of the State of New Mexico.

Any provisions required to be included in a contract of this type by an applicable and valid executive order, federal, state, or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

## EQUAL OPPORTUNITY

Clovis Municipal Schools is an Equal Opportunity Employer in accordance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Vocational Rehabilitation Act, Americans with Disabilities Act, and other federal and state laws and executive orders affective employment and equal opportunity.

The Clovis Municipal School District does not discriminate on the basis of race, color, national origin, sex, age or disability in its programs and activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies: Assistant Superintendent for Personnel, Clovis Municipal School District, 1009 N. Main Street, PO Box 19000, Clovis, New Mexico 88102-9000. Phone 505-769-4322. OCR 5/97.

## TERMINATION

CMS may by written notice terminate contract in whole or in part at any time contractor refuses or fails to comply with the provisions of the contract, or fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time.

Either party with thirty (30) days written notice may cancel contracts. This provision shall not affect nor limit the rights of CMS under standard default provisions.

Regardless of any termination date, any services still in progress will be carried to successful conclusion without undue delay. CMS also reserves the right to extend any contract on a short term basis if negotiations for a new contract are still in progress.

## TAXES

The contract amount shall exclude any applicable state gross receipts tax or applicable local option tax, but the contracting agency shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into.

All applicable taxes, including gross receipts tax or applicable local option tax, shall be shown as a separate amount on each billing or request for payment made under the contract.

Successful offeror shall complete Internal Revenue Service form W-9, Payer's Request for Taxpayer Identification Number.

The school district shall not be responsible for any service performed without its purchase order or contract, signed by the authorized procurement officer.

The successful offeror shall comply with all Federal, State and local laws, statutes, ordinances and regulations pertaining to work under his charge and shall bear all expenses associated with such compliance.

#### MILEAGE

No mileage shall be reimbursed on this contract unless specified otherwise.

#### WORK ASSIGNMENT

CMS reserves the right to assign any service provider to any school or other location based upon needs as determined by CMS. Contractor will not enter into CMS administrative decisions. Acceptance by CMS of a contractor's proposal in any category does not guarantee a specified quantity of work nor a specified number of hours. Time or project estimates are included to provide the proposer with some idea of possible activity and are not a commitment to purchase services.

#### CONFIDENTIAL INFORMATION

Any confidential information provided to or developed by a contractor in the performance of her/his assigned duties shall be kept confidential and shall not be made available to any individual or organization or used by the contractor without the written consent of CMS. Nothing produced in whole or in part by a contractor shall be the subject for an application for copyright by or on behalf of the contractor.

#### CONFLICT OF INTEREST

In signing this proposal, the offeror warrants that it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal.

The offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the free competitive process in connection with this solicitation.

The following criminal laws of the state of New Mexico specifically prohibit bribes, gratuities and kickbacks: 30-24-1 to 30-24-3 NMSA 1978 and 30-24-2 NMSA 1978.

#### COMPLIANCE

The signed Submittal Sheet certifies that the offeror has read and understands the above general conditions and submits the attached proposal in full compliance with the general conditions and the applicable specifications.

#### ADDITIONAL INFORMATION

If further information is needed, you may contact Bryan Jones at 575-935-0012.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the

public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.



**CLOVIS MUNICIPAL SCHOOLS**  
**RFP 12-203**  
***eRate Year 15 Internet Access***

SUBMITTAL SHEET

The items to which this sheet is attached represents our bid as described therein. We certify that we have read the conditions of the bid and that we understand them fully. We understand that any discrepancies in this invitation which come to our attention must be mentioned to the Clovis Municipal Schools prior to the opening of bids or adjudication will be made by executive decision.

The items to which this sheet is attached represents our proposal as described therein. We certify that we have read the conditions of the request and that we understand them fully. We understand that any discrepancies in this invitation, which come to our attention must be mentioned to the Clovis Municipal Schools prior to the opening of bids or adjudication will be made by executive decision.

Please type or print.

---

NAME OF COMPANY

---

NAME AND TITLE OF AGENT

---

ADDRESS

CITY

STATE ZIP

---

TELEPHONE NUMBER

---

FAX NUMBER

---

EMAIL

---

SIGNATURE (Must be signed to be considered)

**(Attach completed & signed Campaign Contribution Disclosure form)**

## CLOVIS MUNICIPAL SCHOOLS

**RFP 12-203**

### *eRate Year 15 Internet Access*

The Board of Education for the Clovis Municipal Schools is requesting proposals from individuals or companies interested in providing project services and equipment as described to the school district.

#### SCOPE

The successful offeror shall provide listed services, equipment, training and installation as required.

Shall have and maintain all applicable licenses and/or certification required to practice and to provide services for this program. "Licensing" The successful bidder will maintain for the duration of the price agreement including all renewals and extensions thereof, appropriate licensing for the services and service locations.

This does not guarantee a specific quantity of business. Purchases are to be made only as authorized by a Purchase Order issued by the school district. This is not an exclusive contract!

"Notice" The Procurement Code, Section 13-1-28 through 13-1-199 NMSA 1978 imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

"Equal Opportunity Compliance" The successful bidder/bidders will abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations, and executive orders of the Governor, the contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this agreement. If the successful bidder is found to be not in compliance with these requirements during the life of this agreement, the successful bidder agrees to take appropriate steps to correct these deficiencies.

## SPECIFICATIONS

All specifications listed are minimum acceptable. Where name brand is given, it is only for type or quality of equipment that is acceptable. Submittals must meet or exceed all specifications listed below. All warranties will begin upon acceptance by CMS.

***eRate Year 15 Internet Access***

**Contact Information:**            **Roger L. Henry**  
   **Chief Technology Officer**  
   **575-769-4300 x5110**

**School District Mailing Address:**  
   **Clovis Municipal Schools**  
   **P.O. Box 19000**  
   **Clovis, NM 88102**

**Shipping Address:**                **Clovis Municipal Schools**  
   **500 Llano-Estacado Blvd**  
   **Clovis, NM 88102**

**All proposals must be received by: 3:00PM February 15, 2012**

District will accept proposals on a 100mb Internet connection.

## REQUIREMENTS

The individuals/company shall be fully qualified and licensed to provide services requested.

This shall not be an exclusive contract with the vendor for the service and products specified. The school district and each governmental entity reserves the right to purchase like service or products from another vendor if the service or product requested has already been contracted previously or is not currently available from the vendor(s) under this bid.

The District reserves the right to accept or reject any bid or part of bid and waive any formalities thereof. Bids will be evaluated on the basis of advantages or disadvantages to the district.

## RESPONSE FORMAT

In an envelope, properly identified on the outside, please provide us with six (6) copies of the following information.

Attach the signed, completed Submittal Sheet to the front of each copy of your response. Please label each section of your response.

Provide information in each section to indicate your ability to meet the criteria.

I. QUALIFICATIONS. (Label this Section I) Indicate your company's qualifications to provide the service requested. Include the following information:

- (a). Name, Address, and Phone number of legal entity with whom the contract would be written and all trade names/assumed names used.
- (b). Organizational structure under which the proposer's business shall be operated (e.g. corporation, partnership, limited partnership, trust, sole proprietor, etc.)
- (c). Name and title of each of the proposer's principal officers (President, Vice President, Chairperson of the Board of Directors, etc.
- (d). Federal Employer ID and, if applicable New Mexico Department of Revenue Tax Registration, New Mexico Corporate Registration, Industrial Insurance Registration and Unemployment Compensation Insurance.
- (e). Copy of all licenses or other documentation, which authorizes your company to provide, requested services.
- (f). Other information that may be pertinent to your company's qualifications to provide the requested services.

II. REFERENCES (Label this Section II) provide a list of references that will include the following information:

- (a). List at least three (3) references where you are currently providing service. Include the following information:
  - (1). Name of reference

- (2). Address
- (3). Phone Number
- (4). Contact Person
- (5). Number of year's service has been provided
- (b). Other references or information that will provide pertinent information.

III. SERVICES. Indicate the services that your company will provide to the district. Include the following information:

- (a). Service Schedule (SS).
- (b). Service Areas. Include information about locations where your service centers are located.
- (c). Training. What kind of training will be provided by the company as service is purchased? Where will this training be provided. Who will provide this training and when will it be provided.
- (d). Billing. Provide information about your billing process. What information is included in your bills, when are they due and past due, how do you handle billing or payment errors.
- (g). Other. Provide any additional information about the services that your company will provide to the district.

IV. COST. (Label this Section IV)

#### EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

CRITERIA	POINTS
I. Qualifications	20
II. Vendor did on-site visit prior to bid	10
III. Meets New Mexico State Procurement Code <a href="http://www.generalservices.state.nm.us/spd/">http://www.generalservices.state.nm.us/spd/</a>	25
IV. References/Quality of services	15
V. Documentation of service provision	10
VI. Cost	40